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The Solicitors' Journal.

LONDON, SEPTEMBER 4, 1875.

CURRENT TOPICS.

THE RECENT CASE OF *Crawley* v. *Price* (23 W. R. 74, L. R. 10 Q. B. 302) raises a point of interest with reference to the bearing of the Judicature Act on actions of ejectment. A lessee of a house agreed to sub-let on the terms that the proposed lease should contain an exact of the covenants contained in the original lease, and that the sub-lease should not be parted with or the premises underlet without the original lessee's consent, but said nothing about a proviso for re-entry. The sub-lessee having entered into possession under this agreement, it was held that the agreement could neither be taken itself to express a condition of re-entry nor to have applied to the new covenant the proviso for re-entry of the original lease; and the sub-lessor therefore failed in an ejectment brought by him against the sub-lessee for a breach of the term against sub-letting. In the first part of his decision the court followed the case of *Shaw* v. *Coffin*, 4 C. B. N. S. 372, and as to the second part it appears to us that Quain, J., was right in saying that the same decision must have been come to with respect to any of the incorporated covenants. It was contended for the plaintiff that if a bill for specific performance had been filed, the lease which would have been decreed would have contained a proviso for re-entry as a common and usual term. This is, perhaps, not so clear as it was assumed to be. In *Hodgkinson* v. *Crowe*, 23 W. R. 885, notwithstanding the almost universal insertion in leases of a proviso for re-entry on breach of any of the covenants in the lease, the Lords Justices, reversing the decision of Bacon, V.C., refused to insert in a mining lease, which by the agreement was to contain "all usual and customary mining clauses," a general proviso for re-entry, and limited it to re-entry for non-payment of rent. If a general proviso is not to be inserted in mining leases, there seems to be no reason for its insertion in the lease of a house; and if a plaintiff as lessor cannot insist on the execution of a lease with such a clause, there seems no reason to say that he could resist the execution of a lease without it. It remains, however, to be seen whether the decision will be the same if the proposed lessee knows that his lessor is himself only lessee, and the existing lease contains such a clause.

But assuming this point in favour of the plaintiff, and that specific performance, if granted, would be with a proviso for re-entry, the question remains whether, even under the Judicature Act, the plaintiff could have availed himself of it. We apprehend he could not; and this raises a point which may often occur. There is no doubt that at the suit of a tenant who has already done what, if a lease had been granted according to the agreement, would have amounted to a forfeiture, the court will not decree specific performance of the agreement, on the ground that it "will not compel a grant of that which, if already granted, would have been forfeited" (*Lewis* v. *Bond*, 18 Beav. 85, and see *Gourlay* v. *Duke of Somerset*, 1 V. & B. 68; *Gregory* v. *Wilson*, 9 Ha. 683), and although, where the breach was doubtful, the court sometimes compelled the grant of a lease dated so as to allow the question to be tried, this course will probably be no longer taken. But, on the other hand, is there any authority for saying that, at the suit of a landlord, the court will make a decree compelling the tenant to accept a lease subject to a right of re-entry for a breach already committed, or rather for that which would have been a breach if the lease had been in existence, and becomes such by the fictitious ante-dating of the lease? We believe that there is no such authority, and that the principles of the court are entirely opposed to it. It would be in the strictest sense enforcing a penalty. But if so, then what becomes of the argument of the plaintiff in *Crawley* v. *Price*? On the largest construction of the Act, we take it that a party who appeals to what would be the case on the presumption of everything having been done which equity would compel, must argue from his own position, and not from his opponent's; he must rely on what he could, by means of equity, have enforced on his opponent, not on the terms which would have been imposed on his opponent seeking relief against him. There existed a legal relation between the parties; it was the plaintiff who sought to vary it; it was, therefore, for the plaintiff to prove that he could himself have varied it by the help of Chancery against the will of the defendant.

THE PROSPECTUS issued by the Incorporated Council of Law Reporting on opening their subscription list for 1876 appears to be spoiling the holiday of a good many of their customers. We have already called attention to what appear to us to be serious blunders in their scheme for the new series; and a correspondent last week, taking a similar view, added some weighty arguments in its support. This week we have received a communication calling our attention to the mode of citation which has been decided on by the council as most convenient, and which certainly appears to us, as it does to our correspondent, to be as little distinguished for convenience as the general plan is for broad views or sound sense. The question of the manner in which the *Law Reports* are to be cited, though not of prime importance, is certainly not altogether unimportant either to legal authors or practitioners. For the former it is eminently desirable that the title of the reports should be as short as possible, so that the pages of their works shall not be encumbered with an array of capital letters. How far have the council provided for these essentials? They "have decided," "as the most convenient," upon a mode of reference which, if adopted, will involve the appearance in the pages of the law publications of the future of the following elaborate formula: "*Jones* v. *Smith*, Law Rep. 1 Q. B. Div. 285." Or if the legal writer, despairing otherwise of compressing his volume within reasonable limits, adopts a briefer mode of citation, the following hieroglyphics will adorn his pages: "*Jones* v. *Smith*, L. R. 1 Q. B. D. 285." Now the case of *Jones* v. *Smith* may very likely have been reported in the previous issues of the *Law Reports*; hence, for some time at least, we may expect to see the following citation:—"*Jones* v. *Smith*, Law Rep. 10 Q. B. 23; Law Rep. 1 Q. B. Div. 285." And as it is often useful to distinguish the report of a case on appeal from the report of the case in the court below, it will be necessary, since the system adopted by the council makes no such distinction, to add even to the lengthened citation given above—hence we arrive at "*Jones* v. *Smith*, Law. Rep. 10 Q. B. 23; On App. Law Rep. 1 Q. B. Div. 285." The benefit of the system of reference now decided upon may perhaps be best tested by an actual instance. If the case of *Noble* v. *Willock* had occurred after, instead of before, the coming of the new series of reports into existence, the reference to it would be the following "most convenient" series of abbreviations:—"*Noble* v. *Willock*, Law Rep. 1 Misc. Div. 20; Law Rep. 4 Chan. Div. 40; Law Rep. 6 Chan. Div. 60; Law Rep. 2 App. Cas. 80." This is no inconsiderable evil; but it will be trifling as compared with the confusion certain to arise from the D. which, in the abbreviated form, is to be the distinction between the old and the new

series of the *Law Reports*. How that unlucky D. will be omitted, turned into a figure 8, put in where the reference is to the old series, we need not stop to relate.

But the legal writer is supposed to have time to correct his references and to take care, whatever may be the trouble thereby entailed, that they are accurate. But to the practitioner the most important matter is that the reference shall not be liable to be mistaken for another nearly resembling it. What is to be said of the mode in which the council have provided for the convenience of practitioners and judges who have only time to take a hasty note of a reference to a case? Let us see the result of the "most convenient" system. A case is argued in Banc a few years hence; every one can imagine the scene which will occur. Pounder, Q.C., begs to refer their lordships to the case of *Brown* v. *Brown*, *Law Reports*, 2 Q. B. D. 244. A volume of reports is sent for, and presently a voice is heard from the bench, "Did you say 2 Q. B., Mr. Pounder, or 2 Q. B. D.?" Mr. Pounder, having passed from the point to which *Brown* v. *Brown* relates, has lost the reference; time is consumed in finding it; more time in getting the right volume; still more time in altering the wrong references taken by the judges and the counsel on the other side. The omission of the D. in the note of the case on the back of counsel's brief; his omission of it in citing the case; the omission of it in the judge's notes, are all sources of probable annoyance and confusion which, together with the other evils we have noticed, might all have been avoided by the adoption of the simple expedient of throwing the reports of all the divisions of the High Court into the same volume, which the council have peremptorily rejected as "inexpedient." We cannot but think that if they persist in their present intentions they will have lost an excellent opportunity of simplifying the system of reference to reports.

Some few weeks ago (see *ante*, p. 715) we printed a very concise report of a case decided by Vice-Chancellor Hall in chambers, where the question, raised under the Vendor and Purchaser Act, 1874, was as to the necessity of answering the usual requisition, whether the vendor or his solicitor is aware of any incumbrances not disclosed by the abstract. The report was sent to us by a gentleman of very great eminence in the profession, and, we may perhaps add, in no way connected with this journal. It appears from a letter with which we have been favoured by a gentleman professionally engaged in the case that the report thus sent to us was to some extent misleading, and this being so, we hasten to set the matter right, more especially as our correspondent's letter contained a verbatim copy of the Vice-Chancellor's considered and written judgment, which, to render the point as clear as possible, we have printed in another column. In the case in question the vendor was a lady, and in the negotiation for the sale was represented by a firm of solicitors. One of the requisitions sent by the purchaser's solicitors was as follows:—"Whether the vendor is or her solicitors are aware of any judgments, settlements, mortgages, charges, or incumbrances of any description, affecting the property, not disclosed by the abstract of the vendor's title." To this the vendor's solicitors replied, "We always decline to answer questions of this kind. The purchaser's solicitors will, of course, make the usual searches." A summons was then taken out under the 9th section of the above-mentioned Act, addressed, very properly as it appears to us, to the vendor only and not to her and her solicitors, and on this summons the Vice-Chancellor ordered the vendor to answer the requisition (see the minutes of the order which are correctly given *ante*, p. 715).

It will be seen from the above statement that the question decided by the judge really was, not whether a vendor's solicitor is bound to answer as to his personal knowledge, but whether the requisition must be answered. The Vice-Chancellor decided that it must; and naturally took the opportunity of discussing a question with which his previous career at the bar must have rendered him exceedingly familiar. We have read his judgment very carefully, but we cannot say that it has thrown very much light on the subject. Indeed, there is one point in it which seems to us to verge on the absurd. After saying that some solicitors object to answer the requisition on the ground that answering it might subject them personally to legal liability to the purchaser, although they were not morally guilty, he continues, "Some solicitors answer the requisition in this manner: 'Not that we are aware of, but the purchaser's solicitor should make the usual inquiries.' *Such form of answer, I consider, gets rid of the objection.*" How? When a man is asked whether he knows of anything, and he answers, "Not that I am aware of," in what does his answer differ from a simple "No"? If, as is often the case, the requisition be, "Are there any incumbrances," &c., then, perhaps, the mode of answering suggested by the judge would be better than a mere negative, assuming that any one would reply in such a manner; but it would be better still to say, "We do not recollect any at the present moment."

A letter which we reprint from the *Times* in another column furnishes a striking commentary on the extreme views which a certain school of medical men have vehemently urged upon the public, and goes far to justify the opinion of those who would keep the defence of lunacy within the lines laid down by *M'Naghten's case*. It appears, from the testimony of a gentleman who is himself the superintendent of a county lunatic asylum, that the discussion on the criminal responsibility of lunatics, which has so largely occupied the attention of the world that is called sane, has penetrated to the circles of those who are supposed incapable of governing their actions or applying motives in a rational and controlling form; and that they are accustomed gravely to argue on their own immunity from punishment for crime which they deliberately purpose to effect. Such a statement puts the question as regards these persons almost beyond the region of argument. The principle of certain doctors is that lunatics act under an uncontrollable impulse, and therefore ought not to be punished. But the power of deliberately stimulating an impulse, and of deliberately controlling it, are surely correlative though not co-extensive. Those of us who are reputed sane possess the two powers, but in very unequal degrees; where the former exists so far as to enable persons to reason on their own irresponsibility, and to found on this reasoning an inducement and encouragement to crime, it will be difficult to persuade the so-called sane that deterrent punishments are not as proper and as necessary as for themselves. We do not intend by this to deny that there may be cases even beyond the limits in *M'Naghten's case* where criminality cannot be properly imputed; but it is clear, from the letter above referred to, that the line has been of late much and unduly extended.

The *Central Law Journal* says that the following is a copy of the judgment rendered in the St. Louis Police-court recently, in the case of Herman Eppinghaus, accused of keeping a vicious dog:—"To John R. Slevin, City Marshal of the city of St. Louis, greeting: Whereas the city of St. Louis has obtained judgment against the defendant in the above-entitled cause, part of said judgment being the slaughter or execution of a certain dog, in complaint named. These are therefore to command you to cause said dog to be slain in pursuance to said order of the court, it being a part of the judgment, and collect from the defendant the sum of five dollars for your services in executing this order. Given under my hand at the police-court of the city of St. Louis, this 16th day of July, 1875. J. W. McBride, clerk of the police-court."

THE NEW PRACTICE: A READING OF THE RULES.

It may be well to say at the outset that it is not intended in this and the following articles to enter into any elaborate criticism or exposition of the new procedure. Where explanation and illustration seem to be desirable to render the system intelligible—as, for instance, with reference to the rules of pleading—they will be attempted, but in general it is believed that a concise, practical statement of the various proceedings in the different stages of an action in the High Court, comparing them occasionally with the corresponding stages in the systems about to be superseded, will be found of more service to our readers than lengthened discussion of the principles on which the new rules are based, or speculations as to the interpretation likely to be placed upon them. A considerable length of time must elapse before the practitioner can advise with certainty upon the points of doubt which will arise, and the exact shape of the new practice will have to be slowly moulded by the Court of Appeal out of the conflicting decisions of judges of first instance. Meanwhile all that can be safely attempted is to present the rough outlines on which the courts will work.

But, first of all, it is necessary to explain that the new procedure is applicable to actions hitherto commenced by writ in the common law courts, and suits hitherto commenced by bill or information in chancery, and admiralty or probate suits (*a*). The practice in criminal proceedings, proceedings upon the Crown side of the Queen's Bench, or the Revenue side of the Exchequer, or proceedings for divorce or matrimonial causes, are unaffected by the rules (*b*). The practice upon proceedings in chancery commenced by petition and summons, generally speaking, remains unaltered (*c*). But by one of the sections of the Judicature Act, 1873 (*d*), with which the Act and schedule of the recent session are to be read, "pleading" is to include "any petition or summons." The effect of this seems to be to make the provisions of order 19 of the rules, relating to pleading, applicable to proceedings commenced by petition or summons.

It must be remembered also that where not inconsistent with the Acts or rules the existing procedure remains in force (*e*). There could not be a greater misapprehension than to suppose that the new rules furnish a complete code of procedure. They are in reality nothing more than a bare outline, which it will be, for the present, left to the judges to fill in from the former practice. It can hardly be doubted, however, that sooner or later it will be needful to define with exactness by legislation what portions of that practice remain in force, and what have been superseded.

I.—Where to Sue.

The plaintiff in an action in the High Court has the option of commencing his proceedings in any part of the country he may think most convenient. The Judicature Act, 1873 (*f*), provided for the establishment, by order in council, of district registries from which writs might be issued, and such proceedings taken (in general) as might be prescribed by rules of court. Under the rules, in any action other than a probate action, the plaintiff, wherever resident, may issue his writ out of the registry of any district (*g*). It is, of course, to be taken for granted, though, curiously enough, the rules do not say so, that writs may also be issued in London.

The course of subsequent proceedings in the district registry may be conveniently traced here. If the defendant resides or carries on business within the district of the registry out of which the writ issues—all districts being defined by Order in Council (*h*)—he must appear at the district registry (*i*). If he neither resides nor carries on business in the district, he may appear either in the district registry or in London (*k*). If all the defendants who appear, do so in the district registry, the action will proceed there, subject to the power of removal (*l*); if any of the defendants (not being merely formal defendants) appear in London the action will proceed in London (*m*). Any defendant may, as of right, remove the action from the district registry to London upon giving notice to the other parties to the action, and to the district registrar, after appearance and before delivering his defence, and within the time limited for doing so. But where the writ is specially indorsed, after the manner we shall afterwards explain, in order to obtain the removal of the action from the district registry, the plaintiff must either have failed within four days after the appearance of the defendant to give notice of an application for liberty to sign final judgment, or must have made such application and the defendant have obtained leave to defend. The court, or a judge, or the district registrar, may remove an action to London at any time upon sufficient reason shown on the application of any party to the action. The court, or a judge, on the application of any party, may, if satisfied that there is sufficient reason for doing so, remove an action from London to any district registry (*n*).

Supposing no steps to be taken to remove the action from the district registry, it will proceed there through all the stages previous to and including entry for trial, or if final judgment can be entered, or an order for an account had by default, down to such judgment or order (*o*). Where the plaintiff is entitled to enter interlocutory judgment for default of appearance or pleading, such interlocutory judgment, and where damages shall have been assessed, final judgment, may be entered in the district registry; and if the trial takes place in the country, final judgment may be entered in the district registry (*p*). Execution may also issue from the district registry, and where final judgment is entered in the district registry, costs may be taxed there (*q*). The district registrar will be an officer of the Supreme Court (*r*). Where an action proceeds in the district registry he will have power to administer oaths (*s*), and exercise the jurisdiction of a judge at chambers except in matters as to which a master of one of the common law divisions has no jurisdiction (*t*). There will be the same appeal from his decisions as from those of a master (*u*), and the proceedings before him will be, generally speaking, similar to those before a master (*v*). He may refer any matter for the decision of a judge (*w*). By order of a judge of the division to which any cause or matter pending in the High Court is assigned, any books or documents may be produced before, or accounts taken, or inquiries made by the district registrar (*x*). Where an action proceeds in the district registry all pleadings and documents required to be filed are to be filed in the district registry (*y*), and the seal of the registry will be impressed on every document issued out of or filed in such registry (*z*).

The effect of these provisions will be practically to confer on every registrar of county courts, or district registrar of the Court of Probate or Admiralty, who may be appointed a district registrar of the High Court (*a*), the powers of a common law master. As no one can be compelled to resort to the new offices, no one will have any just ground of complaint at the inconveniences to which the inexperience of the new officials may occa-

(*a*) Order 1, rule 1.
(*b*) Judicature Act, 1875, s. 19; order 62.
(*c*) Order 1, rule 3.
(*d*) Section 100.
(*e*) Judicature Act, 1875, s. 21.
(*f*) Sections 60—66.
(*g*) Order 5, rule 1.
(*h*) Judicature Act, 1873, s. 60.
(*i*) Order 12, rule 2.
(*k*) Order 12, rule 3.
(*l*) Order 12, rule 4.
(*m*) Order 12, rule 5.
(*n*) Order 35, rules 11—13.
(*o*) Judicature Act, 1873, s. 64; order 35, rule 1.
(*p*) Order 35, rule 1.
(*q*) *Ib.* rule 3.
(*r*) Judicature Act, 1875, s. 13.
(*s*) Judicature Act, 1873, s. 62.
(*t*) Order 35, rule 4.
(*u*) Order 35, rule 7.
(*v*) Order 35, rules 5—9.
(*w*) Order 35, rule 6.
(*x*) Judicature Act, 1873, s. 66.
(*y*) Order 19, rule 29.
(*z*) Judicature Act, 1873, s. 61.
(*a*) Judicature Act, 1873, s. 60.

sionally give rise. It remains to be seen whether the advantage of having judges' chambers at your door will compensate for these inconveniences and for the expense and delay occasioned by a reference of matters from a registrar in the country to a judge in London.

EXPERTS AND JURYMEN.

THERE is considerable prejudice against medical and other "experts." The result in reference to their testimony in courts of justice is frequently a sneering tone which seems to us, on an analysis of the causes of the prejudice, to be unfair. The origin of the popular feeling on the subject is not far to seek. It is the ordinary human tendency to make a prophet first, but to stone him afterwards so soon as ever one of his prophecies fails of its due fulfilment. The mass of mankind have always been prone to crave after infallibility, and to seek to fortify their own judgment by reliance on authority; their annoyance and indignation are proportional to this tendency when they find that the authority is fallible, and in some particular instance has actually failed. Hence it is that the general public are always inclined to be more severe on any shortcoming in a professional man than members of his own profession. He professed to to know all about it, they think, we made him a Pope, and behold, he is wrong. It is obvious that the sight of differing professional authorities must inevitably jar against this almost universal characteristic of mankind. It is every day's experience that a man with no special knowledge of a particular subject is obliged to rely on such natural intelligence and shrewdness as he may possess, in deciding on a point as to which professional authorities or experts give conflicting opinions. At the same time the man so circumstanced always more or less imputes it as a crime to the experts that they do not agree. So it is when a string of experts, all men of the highest professional reputation and widest experience, being called on one side in a case give directly opposite testimony to that of a string of experts on the other side, all of equally high professional reputation and wide experience. A very good reason, no doubt, may be deduced from all this, why a man of sense should never place too implicit confidence in the opinion of an expert, though he himself has no special knowledge of the subject to which that opinion relates. But though the differences between experts show a man of common sense that there is no infallible wisdom on which he can rely to decide questions for him, we think that too much discredit is sometimes thrown on the professional witness or expert by reason of what is, after all, only what might be expected. It is put sometimes as if the difference of professional witnesses was a slur upon the honesty of their testimony, and it is freely alleged that they are paid advocates rather than witnesses of what they believe to be the truth. We will not say that there is never any dishonesty in the evidence of experts, but we think we can at once show to any lawyer by an illustration that the difference between distinguished experts does not necessarily tend to show dishonesty, or that the evidence of experts is more unreliable than any other sort of evidence. Suppose a jury of laymen had to determine as a fact what the law was with regard to any particular question, and eminent barristers were called before them to give evidence of what the law was, is it altogether inconceivable, bearing in mind such cases, for instance, as *Brand* v. *The Hammersmith and City Railway Company* and *The Duke of Buccleugh* v. *The Metropolitan Board of Works*, that a number of professional men, of the highest reputation and experience, might give evidence directly the reverse of that given by an equal number of professional men of like reputation and experience? But would that tend to show that lawyers are dishonest, or that a layman is as good a judge of such a matter as a lawyer? Clearly not.

The result of the general sense of dissatisfaction at the constant difference of professional authorities has suggested various expedients involving very important principles with regard to the mode of trying questions of fact for judicial purposes. There is very great difficulty in saying how certain questions of fact which involve technical knowledge may best be tried; that this is so is best manifested by the consideration that our legal system includes in some cases different ways of trying similar questions. If a question of a nautical character arises in the Admiralty Court it is tried in a different way from that in which it is tried in a court of common law. The question is whether, seeing that professional testimony often involves great conflict of evidence, it is not unreasonable that the burthen of deciding where doctors disagree should be thrown on ordinary laymen, or whether it is not, on the whole, better that all judicial decisions on questions of fact should be submitted to the understanding of plain ordinary men without special training. We confess to being in considerable difficulty on this question, and we doubt whether an absolute general rule can be laid down and applied to all cases. It seems to us that there should be a certain flexibility in this respect in our legal system, and facilities should be given for the application of either mode of trial according to the circumstances of the particular case. Experience would then gradually show what is really the best course.

That there are gross absurdities in our present system of trying technical questions by jury must be patent to any person who looks to the substance of things. Take the ordinary case of a trial of an action for damages for personal injury sustained in a railway accident. The principal question involved is whether the damages are to be calculated on the supposition that the plaintiff will soon get well or that he is permanently injured. Numbness of the limbs, pain in the head and back, dizziness, tingling or creeping sensations—the two latter usually called, by way of making matters clearer to the jury, vertigo and formication—and so forth are made much of or depreciated by the doctors on the one side or the other, and the nicest distinctions are drawn with respect to the absence or presence of various degrees or combinations of such symptoms with a view to showing, on the one hand, that the plaintiff will in all probability sink into a state of paralysis or otherwise become a total wreck, and, on the other hand, that with a little care and attention in a few months' time he will probably be all the better for the accident. The jury have to come to a conclusion on the question as to which the doctors disagree, such question forming a necessary element in the estimation of the damages. Is there not something of a solemn farce about all this? May it not be said that a man would be considered a fool if, it being important to him to know the chances of his recovery from a disease, or to have an answer on any other question involving technical and scientific knowledge, he guided himself by the conclusion which twelve unskilled persons might form from the evidence of skilled persons?—that a sensible man, if he required for practical purposes a decision upon a scientific or technical question, would take the opinion of some eminent expert, or perhaps of two or three in consultation, and act upon that? We think if a juryman could be examined as to his reasons for the views he took of the plaintiff's prospect of recovery in a railway accident case, after a day's listening to details of symptoms and conflicting medical testimony, rendered still more confusing by the cross-examination of eminent counsel totally innocent of all real medical knowledge, but with the keenest eye for what could be turned to prejudice with the jury, the result would be such as to show that at the very least a great deal of time had been wasted in solemn mockery.

One remedy that might be suggested in such cases is that the court should have power to call in the aid of a sufficient number of experts (say three) to report on the case as to the prospects of the plaintiff's recovery or becoming worse, and how far they were doubtful or other-

wise. Their report might be the evidence at the trial of the physical condition of the plaintiff, and would form an element for the jury in estimating the damages to be given. There is reason to believe that if there happens to be on the jury a person with special knowledge of the technical matter that may come in question, his opinion has almost paramount weight with his fellows in most cases if he be a man of any intelligence or ability. This, if it be so, rather indicates that our system of leaving laymen to decide on the conflict of professional evidence is contrary to the natural tendency of sensible men.

Recent Decisions.

COMMON LAW.

CARRIER OF PASSENGERS—DAMAGES.

Hobbs and Wife v. *London and South-Western Railway Company*, Q.B., 23 W. R. 520, L. R. 10 Q. B. 111.

The defendants, entirely by their own fault, took the plaintiffs to the wrong station, where they were compelled to get out in the middle of the night, and (being unable to procure either lodging or a vehicle) to walk four or five miles to their home. In an action for this breach of their contract, the court allowed the plaintiffs to retain a sum of £10 given by the jury for personal inconvenience, but not a further sum of £20 given in respect of an illness of the female plaintiff brought on by exposure to wet and cold, on the ground that the damages were too remote. We notice the case chiefly because it lays down a principle which, though it has often been questioned, seems to be steadily establishing itself as the best test of what damages can be recovered for breach of contract in those cases where a more precise measure of damages has not been fixed, as has been done in the case of the sale of goods. It is expressed by Cockburn, C.J., in these terms—"The injury for which compensation is asked should be one that may be fairly taken to have been contemplated by the parties as the possible result of the breach of contract. Therefore you must have something immediately flowing out of the breach of contract complained of, something immediately connected with it, and not merely connected with it through a series of causes intervening between the immediate consequence of the breach of contract and the damage or injury complained of;" and the other members of the court express themselves to the same effect. The point is that it defines "proximate and probable consequences" somewhat more nearly, by describing them as such as might be fairly taken to have been contemplated by the parties as possible, that is, not such as in fact were contemplated, but such as, if the event of the breach had been considered, might have been thought of as not unlikely to occur. Any rule of this kind can only be approximative, and must leave room for much uncertainty in its application; but much is gained by having as near an expression of the matter as the nature of the case will allow, and we scarcely see how it can be more accurately or finely stated than is done in the words above cited.

SALE OF GOODS—REJECTION.

Grimoldby v. *Wells*, C.P., 23 W. R. 524, L. R. 10 C. P. 391.

That a buyer who receives goods not in conformity with his contract is not bound, on rejecting them, to return them to the vendor, is so clear that it is startling to find the opposite view even contended for. It appears to have arisen from some expressions carelessly used by Lord Chelmsford, in a Scotch case of *Couston* v. *Chapman* (L. R. 2 Sc. Ap. 250), to the effect that the buyer must in such a case "make a distinct offer to *return, or in fact return*," the goods. No such statement was required for the decision of the case, where the appellants failed because they had not rejected in due time, and Lord Colonsay, who on a question of Scotch law must be listened to with the most attention, said, "*Rejection* implies all that was necessary upon their part, as purchasers of the goods, when they found they did not accord with the samples"; nor is there any trace of the suggested rule in Bell's Principles of the Law of Scotland. Although, therefore, it appears to be the rule in some countries that the buyer is bound to place the goods in the custody of a third person (see *ante*, p. 273), no such unreasonable law prevails in Scotland any more than in England, where *Lucy* v. *Mouflet* (5 H. & N. 229) is a clear authority that the buyer need do nothing but notify his rejection.

Reviews.

A COMPENDIOUS INDEX TO THE SUPREME COURT OF JUDICATURE ACT, 1873, 36 & 37 VICT. c. 66; AND THE SUPREME COURT OF JUDICATURE ACT (1873) AMENDMENT ACT, 37 & 38 VICT. c. 77. By W. CLOWES, ESQ., one of the Registrars of the High Court of Chancery. Stevens & Sons.

This work will be found of great use to practitioners. It is printed in an admirable type, and has an ample margin on each page; and being of the same size as the copies of the Acts issued by the Queen's printers is well adapted for binding up with them. So far as we have been able to examine it, the index is full and accurate; and it is only necessary to glance at a single page in order to see that its contents at once strike and arrest the eye. Mr. Clowes has selected an unpretentious branch of the labour of making the new procedure easier to the profession, but it is better to succeed in that, as we think he has done, than to fail, as we fear many will, in more ambitious attempts on the Acts and Rules.

Notes.

THE *Globe* has honoured the Chancery vacation judge with a short leading article, the moral of which seems to be that learning, or at all events legal learning, is not like beauty in being "when unadorned adorned the most." We are no advocates for stripping the administration of justice of its imposing trappings; but we confess we hardly see why the vacation business in Chancery cannot be done as well in ordinary attire as in wig and gown. The counsel are known to the judge; the Vice-Chancellor is pretty well known to the bar; and the well is not likely to feel any less respect for justice because they see her without horsehair and powder on her awful brows. Let the wigs and gowns repose for a while, and let the unhappy gentlemen who are condemned for one day a week to recollect their law, cheat themselves (if they can) into the belief that it is all fun after all, and not real work. One word before we take leave of our disconsolate contemporary. Does he think that the very manhood of a judge lies in his robes? Or has he been reading about the mechanical judge of the future, and, seeing the Vice-Chancellor for the first time, hastily come to the conclusion that the Government is trying a quiet little experiment with a view to ordering machines wherewith to work the new procedure? One or other of these views is the only deduction we can draw from the following extraordinary passage:—"A venerable gentleman seated on high listening to whatever may be addressed to him by one speaker or another, sometimes in answering calling the speakers by their names, and occasionally pronouncing an authoritative *dictum*, does not of *itself* present a very imposing picture of the administration of civil justice."

THE *Economist* says:—A judgment just given by the Court of Appeal of Poitiers shows the extreme rigour with

which the French judges apply the prescriptions of the Civil Code relative to marriages under the *régime* of the *communauté* or possession in common. A woman had insured her life unknown to her husband for a sum of 50,000fr. to be paid to him at her death. After her decease her nearest relatives, there being no issue, put forward a claim for the amount of the capital insured to be comprised in the assets of the *communauté* for division in equal parts between the heirs of the wife on the one hand, and the husband on the other. The plaintiffs, in support of their claim, argued that the capital sum of the insurance was personal property created by the alienation of money belonging to the common fund; that the woman, married under the *régime* of the *communauté*, had not the right to dispose of any part of the common fund for the benefit of the husband and without his consent, or the husband to profit exclusively by the donation made to him. On the first trial a verdict was given for the plaintiffs, ordering the husband, who had received the money from the insurance company, to restore it to the mass, and that judgment has been confirmed on the appeal.

The *Central Law Journal* has the following:— We commented last week upon the fact that the rise of the Court of Chancery, in England, created for a time two opposing kinds of law, administered by two opposing tribunals. We now have occasion to chronicle the fact that the existence of a separate Court of Admiralty produces, in one respect at least, the same result. In *McCord* v. *The Steamboat Tiber*, in Admiralty, in the United States District Court for the Western District of Wisconsin (7 Chicago Legal News, 263), Mr. District-Judge Hopkins has decided, on the authority of *Atlee* v. *North-Western Packet Company* (2 Cent. L. J. 254), that the common law doctrine of contributory negligence is not applicable in the Admiralty courts, which, in this respect, follow the rule of the civil law. This doctrine may be sound, but it is obvious that there is no sense in having, in the same country, one kind of law for navigable rivers, and another kind of law for railroads, in respect of injuries arising out of negligence. The civil law rule in this respect is unsound and pernicious, in that it licenses and gives immunity to negligence. Any rule variant from the rule of the common law, that he who comes into a court of justice seeking relief must come with clean hands, is against the highest policy, and should be discountenanced. If the Admiralty courts cannot see a way to make the law of admiralty uniform with the *law of the land*, in a particular as important as this, the national Legislature should promptly apply a remedy.

REQUISITION AS TO INCUMBRANCES.

The following is the judgment given by Vice-Chancellor Hall in the case of *Re Solomon and Davey*, concisely reported by us *ante*, p. 715, and commented on in another column of our issue this week:—

"This is a summons under the 9th section of the 37 & 38 Vict. c. 78, intituled 'an Act to amend the law of vendor and purchaser, and further to simplify title to land.' The property the subject of the contract, is a freehold dwelling-house and shop in Thomas-street, in the city of Bristol. The purchaser sent to the vendor's solicitors, requisitions on the title, the third requisition being this: 'Whether the vendor is or her solicitors are aware of any judgments, settlements, mortgages, charges, or incumbrances of any description affecting the property not disclosed by the abstract of the vendor's title?' The vendor's solicitors decline to answer this requisition. I am of opinion that the requisition must be answered. It has been the practice of conveyancers ever since I commenced practice to make a requisition somewhat similar to the one in question. Sometimes it has been less specific, *i.e.*, not mentioning settlements or mortgages. The requisition has generally been answered, but for a long time past some solicitors have objected to answer it, their reason being that answering it might subject them personally to legal liability to the purchaser, although they were not morally guilty. Upon such objection being made the requisition has sometimes not been insisted on, but this has generally been done to avoid delay and possible litigation. Some counsel have always insisted on the requisition being answered, and I believe their doing so has almost always obtained an answer. The ground of objection to answering the requisition is, I consider, insufficient. Some solicitors answer the requisition in this manner: 'Not that we are aware of, but the purchaser's solicitor should make the usual searches.' Such form of answer, I consider, gets rid of the objection. The requisition is one which causes the vendor's solicitor to consider whether the property sold is not affected by something which it had not occurred to him did affect it, such as a charge under some drainage or local Act, and it is the fact that purchasers have been thus frequently protected against defects of title which had been overlooked by the vendor's solicitor. The requisition in the present case goes to the solicitor's knowledge and also to that of his client. This involves inquiry by the solicitor from his client. I think it not unreasonable so to frame the requisition. To answer it the solicitor must communicate with his client. There may be cases in which, by reason of the client's absence, or under other circumstances, a purchaser may be compellable to complete his purchase without the answer to his requisition extending to the client's knowledge, but I think these are exceptional cases. In what I have above said I must not be considered as altogether approving of the requisition being made in the form above-mentioned. The answer to it might lead to the disclosure of what the purchaser would rather not know. In requisition should, I think, ordinarily be added to, thus, 'and which, if remaining undisclosed, may prejudicially affect the purchaser.' Vice-Chancellor Wood in *Drummond* v. *Tracy* (8 W. R. 207, Johns. 608) seemed to consider that a vendor's obligations were not merely co-extensive with his obligations in respect of the contents of the abstract; and having regard to his judgment in that case, I cannot doubt that he would have held that the vendor's solicitor must answer all relevant questions in respect to existing liabilities, including such a question as the requisition in question, and I consider that that judgment materially supports my decision, although it has been (and I think correctly) thought that the Vice-Chancellor's judgment in that case went too far."

MURDEROUS LUNATICS.

THE following letter has appeared in the *Times*:—

Sir,—The murder of an attendant by a patient in the Leicester Borough Lunatic Asylum, reported in the daily journals of Saturday last, induces me to call your attention and that of the public generally to the apparently increased number of attacks which have recently been recorded as made by patients in asylums on those having charge over them.

Whether the same cause may have operated to produce this effect in other counties I know not, but I do know that since the sad death of Mr. Lutwidge, the Commissioner in Lunacy, who was killed by a patient while inspecting the Fisherton House Asylum at Salisbury, in May, 1873, violence of conduct by patients has been more common in this asylum than previously, and is clearly traceable to that event, for, I think, the following reasons:—

1. Because it is well known that strange crimes, like great actions, have a tendency to produce imitators; and

2. Because the judge stopped the trial at once on the evidence of the first witness, one of the proprietors of the asylum in which M'Kave, the murderer, was confined, Dr. Finch having stated his opinion that "the prisoner was insane and not responsible for his actions," thus leaving the shrewd lunatic fairly to argue that, as M'Kave was not punished, other patients confined in asylums may commit murder with impunity.

I have now under my charge in this asylum a patient who has recently, since his admission, made a most premeditated attempt at murder, and still declares that he will yet effect his purpose. He avows openly that he is not a lunatic, but that, being in an asylum, he is not responsible to the law for his actions, and he quotes M'Kave's case as a precedent.

In all large lunatic asylums there are patients who care little what they do, and many of these have been sent by order of the Secretary of State to the county asylums

having been found unmanageable in the county prisons. They know perfectly well what they are about, and in all their vagaries rarely manage to hurt themselves, though they are often very dangerous to those about them. They are rightly confined, no doubt, for the benefit of society at large, but to allow that, when such persons have found their way into an asylum, they are no longer in any way responsible for their conduct seems to me to set forth a most dangerous dogma.

There are many inmates of asylums who, if they committed the same offences outside the doors of an asylum as they do inside them, would undoubtedly be regarded as responsible for their actions, and treated accordingly; and I do trust that if the murderer of the attendant at Leicester be put on his trial, a verdict will be taken as to guilty or not guilty, leaving the question of criminal responsibility for after consideration, and that the inmates of asylums possessing strong criminal intentions may learn that their confinement in an asylum does not necessarily exempt them from punishment for offences they know to be wrong.—I am, Sir, your obedient servant,

JOHN MANLEY, M.D. Edin., Medical Superintendent of the Hants County Lunatic Asylum.

Aug. 30.

Appointments, Etc.

Mr. WILLIAM ASCROFT, of Preston, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women in and for the County of Lancaster.

Mr. WILLIAM TREVOR PARKINS has been appointed a Revising Barrister. Mr. Parkins is an M.A. of Merton College, Oxford, and was called to the bar in Hilary Term, 1851. He practises locally at Chester, is a member of the North Wales and Chester Circuit, and attends the Cheshire and Knutsford Sessions.

Mr. JOHN IGNATIUS WILLIAMS has been appointed a Revising Barrister. Mr. Williams is an M.A. of Jesus College, Oxford, and was called to the bar at Lincoln's-inn in Hilary Term, 1861. He practises on the North Wales and Chester Circuit, and at the Cheshire, Knutsford, Denbighshire, Flintshire, and Montgomeryshire Sessions.

Courts.

THE RAILWAY COMMISSION.*

July 20, 22, 23; Aug. 10.—*The Local Board of Uckfield* v. *The London, Brighton, and South Coast Railway Company, and The London and South Eastern Railway Company.*

Train accommodation—Through traffic—Continuous line of railway—Through booking—Jurisdiction.

Two railway companies ran trains to T. W., and each had a station there. The stations were a mile apart from each other, but were connected by a line of railway, which was used for the transit of goods only. The two railway systems were intended by the Legislature to join at T. W. Upon complaint by the inhabitants of the district that no passengers were conveyed on the railway between the two stations, although there was a continuous line of railway,

Held, that the case came within section 2 of the Railway and Canal Traffic Regulation Act, 1854 (17 & 18 Vict. c. 31), which enacts (*inter alia*) that "every railway company having or working railways which form part of a continuous line of railway communication, shall afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one of such railways by the other without any unreasonable delay, and so that no obstruction may be offered to the public desirous of using such railways as a continuous line of communication, and so that all reasonable accommodation may, by means of the railways of the several companies be at all times afforded to the public in that behalf," and

Held, accordingly, that an order should be made enjoining both the companies to afford a continuous communication for passengers as well as for goods by means of their continuous lines.

A railway company received goods for conveyance from places on their own railway to places on the railway of another company. There was through communication between such places by a continuous line of railway. The sending company refused to book such goods through to their destination, and only invoiced them locally to the end of their railway, where they were re-booked to the stations on the forwarding company's line, where they were directed to be delivered.

Held, that the sending company must allow through booking from their stations to stations on the forwarding company's line; that through booking was a facility which railway companies may reasonably be required to afford, and, as exhibiting the total charge made for conveyance from end to end, was especially of use where doubts existed whether companies were making unequal or excessive charges.

The Railway Commissioners have no power to deal with anything done by railway companies contrary to the provisions of their special Acts, unless it also contravenes the provisions of the general Acts which the commissioners have to carry out.

This was an application by the Local Board of Uckfield under the 2nd section of the Railway and Canal Traffic Regulation Act, 1854, for the purpose of obtaining due facilities from the London, Brighton, and South Coast, and South-Eastern Railway Companies for forwarding traffic from Uckfield and other parts of East Sussex to London, and to parts of Kent, *viâ* Tunbridge Wells.

The South-Eastern Company had a station at Tunbridge Wells upon the Hastings branch of their system, whence they carried traffic on to their main line at Tunbridge Junction and thence to London. The Brighton Company also had a station at Tunbridge Wells, the terminal station of their Uckfield line, which extended thence through Uckfield to Lewes, where it communicated with the main line between London and Brighton. The line from Uckfield to Tunbridge Wells was authorized by the Brighton, Uckfield, and Tunbridge Wells Railway Act, 1861, by the 12th section of which it is described as "a railway commencing by a junction with the Uckfield branch of the London, Brighton, and South Coast Railway, otherwise the Lewes and Uckfield Railway, at the point where the same terminates in the parish of Uckfield, in the county of Sussex, and terminating by a junction with the Hastings branch of the South-Eastern Railway at a point twenty-five yards south of the southern end of the tunnel south of and contiguous to the railway station at Tunbridge Wells, in the county of Kent, and under a certain public walk called The Grove," and the line was accordingly originally constructed with a junction at The Grove, but the passenger station was built at a distance of seventy-four chains from the South-Eastern Company's passenger station, twenty-two chains of which belonged to the latter company and fifty-two to the former. The fifty-two chains of the Brighton Company's railway, between Grove Junction and their passenger station, had never been used for passenger traffic; nor had notice been given to the Board of Trade that the company intended to use it for that purpose; but this part of the line was used for goods traffic which was carried between the goods stations of the two companies a distance of a little more than two miles; for this service a special engine and staff were required, and a charge of 1s. per ton was made by the defendant companies in respect thereof. The complaint made by the applicants was that, in consequence of the necessity of changing stations at Tunbridge Wells, and of the inconvenient arrangement of the trains, passengers between the different stations on the Uckfield line and London were practically debarred from travelling by the Tunbridge Wells route, although a continuous line of railway communication existed between such places, and were obliged to travel by the Brighton Company's system *viâ* Lewes, a considerably longer route to London, and also that the charge of 1s. per ton for the carriage of goods above mentioned was an unreasonable and illegal charge. The application was for an order enjoining the defendant companies—

(1) To afford to the public the advantages which ought to be derived from the continuous communication by means of the continuous lines of railway between Uckfield and other parts of East Sussex, and London, and Tonbridge, Maidstone, Canterbury, Dover, and other towns and places in the county of Kent, and that there should be through trains, through booking, and through invoicing, through

* Reported by RALPH NEVILLE, Esq., Barrister-at-Law.

carriages and trucks, and through transit fares, rates, and charges;

(2) To modify the present charges for, and to afford greater facilities for, the transmission of goods along the continuous lines of railway above mentioned;

(3) To modify and arrange the existing times of arrival and departure of trains belonging to each of the above-mentioned railway companies respectively, at and from Tunbridge Wells, so as to allow passengers travelling by trains belonging to one company to avail themselves of trains belonging to the other company without the great delays and inconveniences that now occur, and without change or break of carriages or trucks;

(4) That they desist from causing and continuing the obstructions complained of.

The Brighton Company by their answer declared their willingness to interchange traffic with the South-Eastern Company at Tunbridge Wells so soon as the necessary notice should have been given to the Board of Trade, but objected to through trains and through carriages as unnecessary. They stated that there were no conveniences for intercharge of traffic at Grove Junction, that they had no power to run over the South-Eastern Company's line, and, moreover, that the station of the South-Eastern Company was not large enough to receive the Brighton Company's trains with safety to the public. And it appearing that a subscription list had been opened in Uckfield and the neighbourhood for the purpose of obtaining funds to defray the costs of the application, they submitted that the applicants had no legal power to proceed in the matter of the application, inasmuch as they had resolved not to apply the public funds or rates under their control to the payment of the costs and expenses attending the prosecution of the application, but had merely lent their names for the purpose of prosecuting the said complaint to persons against whom the defendant railway companies could have no remedy.

The COURT overruled this objection, which also appeared to have no sufficient foundation in fact.

The South-Eastern Company expressed their willingness to carry the traffic when the Brighton Company were in a position to give it them, and stated that it was their intention to enlarge their Tunbridge Wells Station.

A. L. Smith, appeared for the applicants.

Jeune, for the Brighton Company.

E. C. Willis, for the South-Eastern Company.

Upon going into evidence,

Jeune, took an objection to the jurisdiction of the commissioners to entertain the question as to the shilling rate as, if wrong at all, it was an infringement of their own Act, and the remedy was elsewhere.

The COURT, while admitting the objection in this form, said that at the same time if such high rates were charged as to be prohibitive or obstructive they would come within the Act of 1854, as obstructing and hindering the forwarding and delivering of traffic.

Jeune, for the Brighton Company.—The charge of a shilling is in fact a terminal charge, and a local board cannot apply to the commissioners under section 15 of the Act of 1873 (36 & 37 Vict. c. 48); if it is not a terminal charge it is an infringement of the company's special Act, and the remedy is not in this court: see the judgment in the *Nitshill and Lesmahagow Coal Company* v. *The Caledonian Railway Company*, 18 S. J. 970, 2 Nev. & Mac. Ry. Cas. pt. 1, p. 39, and the note thereupon. Section 15 shows that the Legislature did not include excessive terminal charges in undue preference, but gave a separate remedy; the real test is the motive of the railway company, and our motive is simply to recoup ourselves for a special and expensive service. Then, as to forwarding the traffic, there are no facilities at the South-Eastern station for receiving it. We are willing to build a station at Grove Junction, or to forward traffic to the South-Eastern station when the South-Eastern Company are ready to receive it; we cannot open the line for passenger traffic until it has been inspected by the Board of Trade.

E. C. Willis, for the South-Eastern Company.—The case shows no neglect on the part of the South-Eastern Company. No evidence has been given as to any traffic going to Uckfield, but only as to traffic from that place. We could not forward traffic until it was handed to us, and we have placed no obstacles in the way. Under the original Act the Uckfield Company were to bear the expense of making the junction with our line; we are ready to receive their traffic at our station now, and we are going to make improvements.

A. L. Smith, in reply.

The COURT delivered the following judgment:—

This is a complaint by the Uckfield Local Board under section 13 of the Act of 1873 and, as in such case required, it is accompanied by a certificate of the Board of Trade to the effect that they consider the local board to have proper grounds for submitting it. They come before us to complain that passengers are not conveyed by railway between the stations of the Brighton and South-Eastern Railway Companies at Tunbridge Wells. The transit at present has to be made by road, but a railway exists and is used for goods; and the object of the application is that it may be used for passengers also. The Lewes and Tunbridge Wells branch of the Brighton Company extends fifty-two chains beyond their station and then terminates by a junction with the Hastings and Tunbridge Wells branch of the South-Eastern Company at a point on that branch which is 22 chains from the South-Eastern station; so that the two stations are nearly one mile apart. The portion of the Brighton Company's railway between their station and the end of the line has been long completed, but it has never been opened for passenger traffic nor notice of an intention of opening it given to the Board of Trade. The accommodation which a through route for passenger traffic would afford to the public at Uckfield is evident. The communication between their part of East Sussex and places in Kent is necessarily by Tunbridge Wells, and from Uckfield by Tunbridge Wells, and thence by the South-Eastern line to Cannon-street and Charing-cross, ought to be as good a route to London as that by Lewes and the Brighton line, and, in any case, as a second route would be a great convenience. The two railway systems were intended to be connected, and the Act under which the line from Uckfield to Tunbridge Wells was constructed provides for its terminating by a junction with the South-Eastern Railway. The case, therefore, falls within the 2nd section of the Traffic Act of 1854, which enacts that, where there is a continuous line of railway, every company having railways which form part of it shall afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one of such railways by the other without delay, and so that no obstruction may be offered to the public desirous of using such railways as a continuous line of communication.

Both railway companies declare that they have always been anxious to have the through communication established, but that the difficulty has been that one could not act except in conjunction with the other. They seem each to have been waiting for the other to be the first to act, and the result is that although the Uckfield Board gave to each notice as far back as November, 1873, that complaint would be made to us if they continued to withhold the desired accommodation, and although last year the matter was under consideration by the companies, and discussion with the local board, nothing effectual has been done down to the present time.

The South-Eastern Company contend that they are in no default, because the Brighton Company have never yet opened for passenger traffic the piece of line between their station and the junction, and because, therefore, no such traffic has been or could be tendered to them to receive and forward. The Brighton Company justify their inaction in that respect by saying that the view on all hands has been that the South-Eastern station at Tunbridge Wells is the proper place to exchange through traffic, and that that station having no sufficient siding or other accommodation for exchanging traffic, they have deemed it useless to obtain power to pass traffic over their short piece of line until they saw that the South-Eastern Company were able to receive it by enlarging and improving their station.

We think the Brighton Company would have done better to give the Board of Trade notice notwithstanding that they desired and intended to open the line for passenger traffic, and, probably, had that step been taken it would have been quickly followed by whatever besides would have been required to insure the due and safe conveyance of through passengers. It is a necessary step in the matter and a

facility which the Traffic Act makes it incumbent upon that company to afford. And, as regards the other respondents, namely, the South-Eastern Company, we think the Uckfield Board have also ground for complaining that they have not done all they might have done to facilitate the exchange of traffic. It is not enough under the circumstances, nor an answer to the application, that the South-Eastern should express their readiness to receive the traffic whenever it might be tendered. It has been their view that their station at Tunbridge Wells was deficient in the accommodation needed for the working of that traffic, and as the Brighton Company shared in that view the condition of the station has formed an obstacle which it was for the South-Eastern Company to take measures to remove. The evidence is clear upon this point. The secretary of the Brighton Company wrote on the 20th of January last to inform the Uckfield Board that the general managers of the two companies had met, and that it would be necessary for the South-Eastern Company to make some alterations in their station before the through communication could be carried out. The application of the Uckfield Board is dated the 14th of June last, and on the 21st of June Mr. Shaw, the secretary of the South-Eastern, wrote for the information of the local board, to say, that the directors of this company had ordered the preparation of plans for the improvement and enlargement of the Tunbridge Wells Station, with a view to give the public greater facilities than they had hitherto possessed. And in their formal answer to the application, dated the 8th of July, in the 11th paragraph, the company state that "previous to the said application the said South-Eastern Company determined to make improvements at the Tunbridge Wells Station for the express purpose of affording accommodation for any additional traffic which may be brought to that station consequent upon the opening of the said junction line for passenger traffic." It is true they proposed to the Brighton Company last month, to receive the Brighton trains into their station at once, and as if the works as existing would suffice; but on being asked by the Brighton Company whether they would be responsible for the trains after they were past the junction, they declined to be so, and nothing came of the proposal. Thus we think it sufficiently appears that the South-Eastern Company have been partly the cause why this matter has not been sooner settled, and we shall feel justified in joining them with the Brighton Company in the order we propose to make in the case.

The order will be framed in general terms following the words of the 2nd section of the Traffic Act of 1854, and enjoining the two companies to afford a continuous communication by means of their continuous lines. Each company must, without loss of time, put itself in a position to perform its part of the joint business, and as to those mutual arrangements on which so much depends to execute the order properly, including what relates to the correspondence of trains, and to the selection of the most convenient place for delivering the traffic over, they, we think, will be better determined by agreement between the companies than by directions from us, and we trust not only that they will be able to agree upon such as will work satisfactorily, but also, considering that the subject has already engaged a great deal of their attention, that it may be possible for full effect to be given to our order at an earlier date than might otherwise have been looked for.

We pass on to another matter of which the Uckfield Board complain in their application. The railway between the two stations at Tunbridge Wells, though not opened for passenger traffic, is used as already said for the conveyance of goods, and it appears that a charge varying from 1s. to 1s. 6d. a ton is made for haulage from the goods station of one company to the goods station of the other. The haulage is done at present entirely by the Brighton Company, but they only receive the toll when they haul from their own station—the toll on goods they haul from the South-Eastern station going to the latter company. The application as regards this charge is that the companies may be enjoined to modify it and to give greater facilities for the transmission of goods. Railway companies cannot, of course, charge otherwise than according to the provisions of their special Acts, but anything done by them contrary to such provisions would not be matter which we could deal with except so far as it might also contravene any provision of the general Acts which we have to carry out. No case was proved before us in which the charge made by the companies for conveyance, including the special toll in question, was in excess of their maximum rates, but it was shown that goods sent from Uckfield *viâ* Tunbridge Wells can only be invoiced locally to Tunbridge Wells, and that they have there to be re-booked to the station on the South-Eastern where they are directed to be delivered. Through booking is a facility which railway companies may reasonably be required to afford, and, as exhibiting the total charge made for conveyance from end to end, is especially of use where doubts exist whether companies are making unequal or excessive charges. We shall enjoin the Brighton Company to allow through booking from their Uckfield branch to stations on the South-Eastern.

We are of opinion that the complainants are entitled to their costs, and that the respondent companies should each pay one half of their amount.

Solicitor for the applicant, *G. Faithfull.*

Solicitors for the Brighton Railway Company, *Nort Rose, Norton, & Brewer.*

Solicitor for the South-Eastern Railway Company, *W. R. Stephens.*

Law Students' Journal.

INCORPORATED LAW SOCIETY.

FINAL EXAMINATION.

Trinity Term, 1875.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

William Walter Cannon, who served his clerkship to Messrs. Bailey & Read, of Bolton-le-Moors, and Messrs. Chester, Urquhart, Mayhew, & Co., of London.

Alfred Ernest Ferns, who served his clerkship to Messrs. Slater & Poole, of Manchester, and Mr. C. W. Dommett, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Cannon, the prize of the Honourable Society of Clifford's-inn.

To Mr. Ferns, the prize of the Honourable Society of New-inn.

The examiners have also certified that the following candidates, under the age of twenty-six, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

George Charles Kent, who served his clerkship to Mr. Edward Young, of Longton, Staffordshire, and Mr. F. C. Greenfield, of London.

Arthur Morgan, who served his clerkship to Mr. Tom Llewellyn, of Newport, Monmouthshire, and Messrs. White & Sons, of London.

The council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of twenty-six:—

Charles Rickards Hill.

The number of candidates examined in this term was 308; of these, 192 passed, and 116 were postponed.

The attorney, charged with endeavouring to dissuade a prosecutor from giving evidence on a charge of felony at the last sessions of the Central Criminal Court, has been committed for trial, bail being accepted for his appearance.

The congress of the Association for the Reform and Codification of the Law of Nations was opened on the 1st inst. by M. Bredius, the president of the Local Committee for the Hague. The meeting was largely attended; Great Britain, the United States, the various German States, France, Austria, Russia, Holland, Belgium, Spain, Italy, Denmark, and Sweden being represented.

Legal Items.

The stamp duty on patents for inventions in the year ended the 31st of March last produced £155,944 5s.

The fees paid on taxation in the Court of Chancery in the last financial year realized £15,451 5s. 4d.

The *Pioche* (*Nevada*) *Record* makes the following contribution to the literature which has grown round the subject of contempt of court:—"Pending the trial of Thomas Miller, recently, in the Justice's Court, for grand larceny, Judge Pitzer's black Newfoundland dog, seeing that his master was a little excited over the case, thought another dog named 'Tag' was intruding and disturbing his master, and immediately bounced him. The lawyers present endeavoured to separate them, while the judge sat on the bench smiling at their endeavours. After they were separated, by the aid of constables and officers, Bishop made the remark that the judge presided over a dog-fight with more dignity than any man he ever saw; at which J. C. Foster moved that Bishop be fined for contempt of court, which was done, and the fine made nominal and liquidated at the neighbouring saloon."

A declaration signed on the 11th of August on behalf of the Governments of Great Britain and France declares the following paragraph of the convention of November 3, 1851, for the reciprocal guarantee of the property of literary or artistic works to be cancelled:—"It is understood that the protection stipulated by the present article is not intended to prohibit fair imitations or adaptations of dramatic works to the stage in England and France respectively, but is only meant to prevent piratical translations." Consequently, in deciding questions of piracy of dramatic works, the courts of justice of the respective countries will apply article 4 of the convention as if the above recited paragraph had not been inserted therein. The object is "to secure more completely in each of the two countries the legal protection of the property in dramatic works, and to prevent the difficulties of interpretation to which proceedings against piracy of works passing for fair imitations or adaptations may give rise."

PUBLIC COMPANIES

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	119
Stock	Caledonian	100	131½
Stock	Glasgow and South-Western	100	111
Stock	Great Eastern Ordinary Stock	100	52
Stock	Great Northern	100	139 x d
Stock	Do., A Stock*	100	155½
Stock	Great Southern and Western of Ireland	100	112
Stock	Great Western—Original	100	117½
Stock	Lancashire and Yorkshire	100	140 x d
Stock	London, Brighton, and South Coast	100	116¾
Stock	London, Chatham, and Dover	100	25½
Stock	London and North-Western	100	143 x d
Stock	London and South Western	100	120
Stock	Manchester, Sheffield, and Lincoln	100	79½
Stock	Metropolitan	100	97 x d
Stock	Do., District	100	38¾
Stock	Midland	100	144¼
Stock	North British	100	104½
Stock	North Eastern	100	173½
Stock	North London	100	117
Stock	North Staffordshire	100	72
Stock	South Devon	100	63
Stock	South-Eastern	100	126

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate remains unchanged. The proportion of reserve to liabilities has decreased from 55¼ to 55⅛ per cent. The markets have remained steady, the only movement of importance being in Caledonians, which have risen 9 during the week, a dividend of 6¼ per cent. per annum having been announced against 2 per cent. this time last year. Consols closed at 94¼ for money and account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COWELL—Sept. 1, at 2, Westbourne-square, the wife of Herbert Cowell, barrister-at-law, of a daughter.

ELPHINSTONE—Aug. 26, at The Grange, Wimbledon, the wife of Howard W. Elphinstone, of a daughter.

WADE-GERY—Aug. 31, at St. Neots, the wife of C. R. Wade-Gery, of a daughter.

MARRIAGES.

HARRISON—WILLIAMS—Aug. 31, at the parish church, Llangynhafal, Denbighshire, William English Harrison, barrister-at-law, to Florence Susan, daughter of Waldo Williams, Q.C., of Plas Draw, M.P. for Denbigh.

KINCH—HODGSON—Aug. 31, at the parish church, Bloxham, Oxon, William Kinch, of Deddington, solicitor, to Mabel Mary, second daughter of the Rev. J. Hodgson, vicar of Bloxham.

MEAD—GIFFORD—Sept. 1, at the parish church, Newport, Barnstaple, Henry John Mead, of 40, Norland-square, Notting-hill, solicitor, to Edith Charlotte, eldest daughter of the Rev. Joseph Gifford, vicar of Newport, Barnstaple.

DEATHS.

NELSON—At 4, Hanover-terrace, Ladbroke-square, Richard Albany Nelson, barrister-at-law, of Gray's-inn.

PEARLESS—Aug. 26, after a long illness, William Pearless, of East Grinstead, solicitor, in the 67th year of his age.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, AUG. 27, 1875.

LIMITED IN CHANCERY.

Whitefield Colliery Company, Limited.—Petition for winding up, presented Aug 17, directed to be heard before V.C. Bacon on Sept 7. De Boos, Dowgate hill, Cannon st, solicitor for the petitioner.

TUESDAY, Aug. 31, 1875.

LIMITED IN CHANCERY.

Ely Paper Company, Limited.—V.C. Malins has, by an order dated Aug 3, appointed Edward Gustavus Clarke, Lothbury, to be official liquidator. Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims to the above. Wednesday, Nov 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

South Wales Atlantic Steamship Company, Limited.—Petition for the continuation of the voluntary winding up, presented Aug 24, directed to be heard before the M.R. on the first petition day in November. Radcliffe and Co, Craven st, Charing cross, solicitors for the petitioner.

Friendly Societies Dissolved.

TUESDAY, Aug. 31, 1875.

Clerkenwell Benefit Friendly Society, White Hart Tavern, Myddleton st, Clerkenwell. Aug 24

Souldern Friendly Society, Bull's Head Inn, Souldern, Oxford. Aug 25

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Aug. 31, 1875.

Borland, Adam, Lincoln, Commission Agent. Sept 30. Kirkwood v Borland, V.C. Malins. Toynbee, Lincoln

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug 27, 1875.

Abbey, Sarah, Huddersfield, York. Nov 1. Bottomley, Huddersfield

Bacon, Eliza Maria, Broughton, nr Manchester. Sept 30. Cooper and Sons, Manchester

Bedson, Louisa, Everton, nr Liverpool. Oct 14. Evans and Lockett, Liverpool

Briant, William, Foxley rd, North Brixton, Gent. Oct 11. Squire, Great James st, Bedford row

Bulgin, James, Blandford Forum, Dorset, Whitesmith. Oct 1. Brenand, Blandford

Compton, Eliza Anne, Leamington rd villas, Westbourne park. Oct 12. Wynne and Son, Lincoln's inn fields

Dean, Samuel, Wolverhampton, Stafford, Gent. Sept 16. Walker, Wolverhampton

Garstang, Ellen Rich, Higher Broughton, Manchester. Sept 30. Cooper and Sons, Manchester

Griffin, John Francis, Longfleet, Poole, Commercial Traveller. Sept 27. Aldridge and Aldridge, Poole

Hanson, William, Huddersfield, York, Joiner. Nov 1. Bottomley, Huddersfield

Harley, John, Nottingham, Wine Merchant. Oct 1. Wells and Hind, Nottingham

Haverfield, Caroline Sophia, Castelnau villas, Barnes. Nov 1. Stevens and Co, Coleman st

Hetherington, Ann, Shield close, Northumberland. Nov 20. Bainbridge and Millican, Alston

Holloway, Sir Thomas, Havant, Hants, General H.M.'s Army. Oct 2. Ridsdale and Co, Gray's inn square

Homer, John, Sturton-by-Stowe, Lincoln. Dec 25. Tweed, Lincoln

Joel, Jacob, Brighton, Sussex, Jeweller. Sept 18. Penfold and Son, Brighton

Johnson, Humphrey, Newcastle-under-Lyme, Stafford, out of business. Oct 11. Mason, Birmingham

Jones, John, South square, Gray's inn, Solicitor. Sept 23. Schulte and Son, South square, Gray's inn

Maddison, Elizabeth, Seaham harbour, Durham. Sept 20. Wright, Seaham harbour

Mellor, Benjamin, Hunslet, Leeds, Esq. Nov 1. Emsley, Leeds

Morgan, Eliza, Downshire hill, Hampstead. Oct 31. Taylor, Finsbury place
Mort, Joseph, Bradley Fold, nr Ratcliffe, Lancashire, Gent. Oct 6. Ryley and Haslam, Bolton
Peters, George, Bushey, Herts. Oct 24. Watson and Co, Bouverie st, Fleet st
Robertson, Rev James, Burton Leonard, York. Oct 1. Hirst and Capes, Knaresbro
Rooker, Alfred, Compton Gifford, Devon, Solicitor. Nov 30. Rooker and Co, Plymouth
Stockhouse, William, Bloxwich, Stafford, Plater. Sept 29. Glover, Walsall
Taylor, George, Huntingfield, Suffolk, Retired Farmer. Sept 30. Cross and Ram, Halesworth
Timmis, Ebenezer, Birmingham, Gent. Oct 30. Morgan, Birmingham
Tincken, Anne, Denmark rd, Cold Harbour lane, Lambeth. Sept 20. Ilicklin and Washington, Trinity square, Southwark
Townson, Thomas, West Derby, nr Liverpool, Gent. Sept 30. Graham, Liverpool
Vince, Elizabeth, Lancaster. Sept 28. Sharp, Lancaster
Vince, George, Lancaster, Auctioneer. Sept 28. Sharp and Son, Lancaster
Walmsley, Jeremiah, Lancaster, Corn Merchant. Sept 20. Hale and Marshall, Lancaster
Warburton, George, Bolton, Lancaster, Beerseller. Oct 6. Ryley and Haslam, Bolton
Ward, Thomas, Richmond, York, Yeoman. Oct 1. Croft, Richmond
Williams, Thomas, Grove End rd, St John's wood, Esq. Nov 1. Norton and Co, Victoria st, Westminister Abbey
Williamson, Thomas, Heigham, Norwich, Gent. Sept 30. Cozens-Hardy, Norwich

TUESDAY, Aug 31, 1875.

Bandinel, Mary, Oxford. Oct 30. Daniel Godfrey, Abingdon
Barter, George, Stamford st, Blackfriars rd, Architect. Oct 10. Lewin and Co, Southampton st, Strand
Brook, Ann, Mount Egerton, nr Huddersfield. Oct 9. Batley, Huddersfield
Brown, Samuel James, Strand, Stationer. Nov 1. Badham, Salters' Hall court, Cannon st
Burton, Charles Edward, H.M.S. Nelly. Sept 30. Hallett, St Martin's place, Trafalgar square
Crosley, Harriet, Clifton cottage, Camberwell. Oct 26. Wilde and Co, College hill
Davies, William Thomas, Aston Manor, Warwick, Builder. Sept 15. Waterhouse, Wolverhampton
Dudley, Jacob, Hatfiled, Herts. Sept 30. Duignan and Smiles, Bedford row
Eagle, John, Ardleigh, Essex, Farmer. Oct 26. Turner and Co, Colchester
French, Charles, Gray's Thurrock, Essex, Civil Engineer. Sept 30. French, Gray's Thurrock
Graham, Elizabeth, Malvern Wells, Worcester. Oct 8. Hollams and Co, Mincing lane
Grundy, John, Severnstoke, Worcester, Gent. Nov 1. Aston, Lombard st
Ibbotson, John, Leeds, Joiner. Sept 16. Simpson and Beevers, Leeds
Jerram, John, Chobham, Surrey, Esq. Oct 1. Park and Co, Essex st, Strand
Jones, Thomas, Rhyl, Flint, Retired Butcher. Oct 23. Williams, Rhyl
King, Rev John William, Ashby Hall, Lincoln. Nov 9. Peake and Snow, Stamford
Lambert, Jane, Stockton-on-Tees, Durham. Oct 1. Newby and Co, Stockton-on-Tees
Lambert, Mary, Stockton-on-Tees, Durham. Oct 1. Newby and Co, Stockton-on-Tees
Lomax, Richard Holt, Bury St Edmunds, Suffolk, Esq. Nov 30. Jennings and Co, Whitehall place
Mundell, William Adam, Middle Temple, Barrister-at-Law. Oct 1. Park and Co, Essex st, Strand
Randolph, Rev Herbert, Marcham, Berks. Oct 30. Godfrey, Abingdon
Rees, John, Morriston, Glamorgan, Publican. Oct 2. Cuthbertson and Turberville, Neath
Strickland, Walter, Clarendon rd, Notting hill, Esq. Oct 10. Lewin and Co, Southampton st, Strand
Taylor, Mary, Stone, Gloucester. Oct 30. James and Simmons, Wrington
Worthington, William, Northwich, Cheshire, Salt Proprietor. Oct 30. Blake and Trafford, Northwich

Bankrupts.

FRIDAY, Aug. 27, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Knight, Charles, Copthall court, Stock Broker. Pet Aug 25. Roche. Sept 9 at 12.30
Nixon, Joseph, Wood st, Hosier. Pet Aug 26. Pepys. Sept 10 at 1

To Surrender in the Country.

Bale, Arthur Henry, Kidderminster, Worcester, Builder. Pet Aug 24. Talbot. Kidderminster, Sept 7 at 12
Patterton, Jesse, Guildford, Surrey, Baker. Pet Aug 25. White. Guildford, Sept 11 at 11
Stephenson, Thomas, Wainfleet All Saints, Lincoln, Beerseller. Pet Aug 25. Staniland. Boston, Sept 10 at 12.30

TUESDAY, Aug 31, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Leslie, Alexander, St Mary axe, East India Agent. Pet Aug 28. Pepys. Oct 1
Newcomen, Charles Edaward, Maddox st, Gent. Pet Aug 24. Pepys. Sept 16

To Surrender in the Country.

Dolman, John, Clifton, Bristol, Livery Stable Keeper. Pet Aug 27. Harley. Bristol, Sept 15 at 12
French, David, Chatham, Kent, Coal Merchant. Pet Aug 27. Acworth. Rochester, Sept 15 at 2.30
Paddock, Martin Jones, Manchester, Wine Merchant. Pet Aug 26. Kay. Manchester, Sept 16 at 9.30
Rex, Isaac Grainger, Leeds, Waiter. Pet Aug 25. Wilson. Leeds Oct 6 at 11
Targett, William John Biddlecombe, Warnford, Hants, Yeoman. Pet Aug 27. Howard. Portsmouth, Sept 13 at 12
Wilson, William, Jarrow, Durham, Iron Merchant. Pet Aug 28. Mortimer. Newcastle, Sept 11 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, Aug 27, 1875.

Wildes, George Henry, Lowndes square. Aug 26

TUESDAY, Aug 31, 1875.

Ashton, George, and William Evans, Liverpool, Provision Merchants. Aug 27
Rawstron, John, Whitworth, Lancashire, Cotton Manufacturer. Aug 14
Wilson, Rev Cornelius William, St James's st, Piccadilly. Aug 24

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug 27, 1875.

Aldridge, Henry George, Queen's rd, Bayswater, China Dealer. Sept 9 at 2 at offices of Cooper and Cass, Portman st, Portman square
Archer, John, Bradford, York, Tobacconist. Sept 10 at 11 at offices of Watson and Dickons, Victoria chambers, Market st, Bradford
Aston, Ephraim, Darlaston, Stafford, Nut Manufacturer. Sept 10 at 11 at offices of Slater, Butcroft, Darlaston
Batty, Robert, and Arthur Rogers, Blue Boar court, Friday st, Warehousmen. Sept 8 at 12 at offices of Plunkett, Guttar lane
Bean, William, Swillington, York, Tanner. Sept 8 at 3 at offices of Hick and Jones, Cookridge st, Leeds
Bell, William Joseph, Stockton-on-Tees, Durham, Travelling Tea Dealer. Sept 10 at 11 at offices of Bellringer, High st, Stockton-on-Tees
Bentley, William Sleight, Boston, Lincoln, Tinman. Sept 9 at 1 at offices of Bailes, Churchyard, Boston
Black, Charles, Great St Helen's, Bishopsgate st, Commission Agent. Sept 4 at 11 at offices of Parker, Chancery lane
Bradley, Firth, Long Lee, York, Contractor. Sept 8 at 12 at offices of Cooke, Keighley
Brasholz, Henry, Duncan terrace, Islington, out of business. Sept 6 at 11 at offices of Sydney, Leadenhall st
Chambers, Samuel Prytherch, Bangor, Carnarvon, Draper. Sept 14 at 1 at the Queen Hotel, Chester. Webb, Belmont, Bangor
Chapman, John, Newcastle-upon-Tyne, Provision Broker. Sept 8 at 12 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne
Cheetham, Ralph, Guide bridge, Lancashire, Beerhouse Keeper. Sept 6 at 11 at the Pitt and Nelson Hotel, Ashton-under-Lyne. Hockin, Manchester
Cook, Henry Sydney, Worplesdon, Surrey, Gent. Sept 9 at 2 at the White Lion Hotel, Guildford. Russell, Guildford
Crighton, George, Liverpool, Shipwright. Sept 10 at 3 at offices of Pierce, Castle st, Liverpool
Duncanson, John, Clipstone st, Marylebone, Carpenter. Sept 6 at 3 at the Plough Tavern, Beaufort buildings, Strand. Parkes
Edwards, William, Shepherdess walk, City rd, Greengrocer. Sept 8 at 3 at the Plough Tavern, Beaufort buildings, Strand. Parkes, Beaufort buildings
Elliott, James, Gravesend, Kent, Corn Dealer. Sept 9 at 11 at offices of Tolhurst, New rd, Gravesend
Fenton, Thomas, Catterall, nr Garstang, Lancashire, Shopkeeper. Sept 8 at 10 at offices of Backhurst, Fox st, Preston
Forman, Richard, Newcastle-upon-Tyne, Printer. Sept 9 at 11 at offices of Hodge and Harle, Wellington place, Pilgrim st, Newcastle-upon-Tyne
Garbutt, Jonathan, Middlesborough, York, Master Mariner. Sept 14 at 11 at offices of Teale, Albert rd, Middlesborough
Gibson, Adam, Liverpool, Cement Agent. Sept 10 at 3 at offices of Masters and Fletcher, North John st, Liverpool
Glover, Josiah, Wolverhampton, Stafford, Toy Dealer. Sept 9 at 11 at offices of Stratton and Rudland, Queen st, Wolverhampton
Goodhand, Christopher, Spalding, Lincoln, Builder. Sept 9 at 3 at offices of Maples and Son, Spalding. Mason and Falkner, Louth
Green, Frederick Thomas, Southsea, Hants, Grocer. Sept 9 at 2 at 145, Cheapside. King, Portsea
Gunthorpe, Charles, Buckingham, Licensed Victualler. Sept 11 at 10 at the White Hart Hotel, Buckingham. Whitehorn, Banbury
Hewitt, Edward, and James Hewitt, Montague close, Southwark, Provision Merchants. Sept 16 at 11 at offices of Worthington and Co, Eastcheap
Holden, Joseph, Liverpool, Builder. Sept 14 at 3 at offices of Qualch and Greenway, Dale st, Liverpool
Horn, William, High Spen, Durham, Grocer. Sept 9 at 2 at offices of Wallace, Pilgrim st, Newcastle-upon-Tyne
Hutson, Richard, North Lopham, Norfolk, Farmer. Sept 10 at 4 at the Crown Hotel, Diss. Lane, Kenninghall
Insley, Martin, Newhall, Derby, Shoe Dealer. Sept 13 at 12 at the White Hart Hotel, Burton-on-Trent. Parsons, Nottingham
Ivinson, Joseph Frederick, Barrow-in-Furness, Lancashire, Joiner. Sept 9 at 2 at Sharp's Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness
Jackson, Joseph, Broughton, Lancashire, Commission Agent. Sept 14 at 3 at the Falstaff Hotel, Market place, Manchester. Whitlow, Manchester
Jennings, Samuel, George Jennings, jun, and John Jennings, Hunslet, Leeds, Machine Tool Makers. Sept 7 at 10 at offices of Scott, Albion st, Leeds
Lee, Carl Adolph, Coal Exchange, Coal Merchant. Sept 8 at 11.30 at the London Tavern, Bishopsgate st within. Bushy
Lee, James, Buckfastleigh, Devon, Draper. Sept 10 at 12 at offices of Wilkes, Courtenay st, Plymouth. Square, Plymouth
Lewis, David Robert, Aberystwith, Cardigan, Commercial Clerk. Sept 7 at 3 at offices of Atwood and Son, Baker st, Aberystwith
Liddiatt, Richard Kilmister, Chalford, Gloucester, Builder. Sept 9 at 2.30 at the George and Railway Hotel, Bristol. Kearsey and Parsons, Stroud

Longland, Thomas, Yardley Hastings, Northampton, Farmer. Sept 7 at 11 at offices of Jeffery, Market square, Northampton
Malkin, Charles, Winchester, Hants, Stationer. Sept 6 at 12 at offices of Shenton, Jewry st, Winchester
Marlow, John, jun, Aston-juxta-Birmingham, House Painter. Sept 9 at 11 at offices of Smith, Temple st, Birmingham
Mawson, John, Harrogate, York, Lodging House Keeper. Sept 7 at 12 at offices of Hirst and Capes, James st, Harrogate
Milroy, Alexander, and Henry Carlyon, Barnstaple, Devon, Drapers. Sept 2 at 4 at offices of Thorne, Castle st, Barnstaple
Moore, John, Samuel Hall, and Dan Kender, Gildersome, York, Woollen Manufacturers. Sept 8 at 2 at 18, Albion st, Leeds. Simpson and Burrell
Nicholas, John, Hereford, out of business. Sept 8 at 3 at offices of Boycott, Palace yard, Hereford
O'Brien, John Francis, Old Broad st, Merchant. Sept 9 at 3 at offices Fletcher and Co, Moorgate st. Lewis and Co, Old Jewry
Parkinson, William, Preston, Lancashire, Drapers. Sept 8 at 2 at offices of Blackhurst, Fox st, Preston
Parkinson, William, Yeadon, York, Cloth Manufacturer. Sept 13 at 3 at Wharton's Hotel, Park lane, Leeds. Eastburn
Peacock, Charles, Reading, Berks, Butcher. Sept 10 at 3 at offices of Beale and Martin, London st, Reading
Player, Thomas, Abergavenny, Monmouth, Grocer. Sept 9 at 3 at the Angel Hotel, Abergavenny. Sayce, Abergavenny
Powell, John, Whitchurch, Salop, Journeyman Bricklayer. Sept 22 at 11.30 at the Bull's Head Inn, Wellington, Salop. Brooke, Dysart buildings, Nantwich
Rayner, William Harry, Great Saffron hill, Licensed Victualler. Sept 15 at 12 at offices of Lane and Andrews, Essex st, Strand
Rickert, Jacob Henry, Batheaston, Somerset, Baker. Sept 15 at 11.30 at 5, Westgate buildings, Bath. Wilton
Robbins, Samuel, Portishead, Somerset, Grocer. Sept 14 at 11 at offices of Ward, Albion chambers, Bristol
Russell, Roderick, Newcastle-upon-Tyne, Licensed Victualler. Sept 9 at 2 at offices of Winship, Grainger st west, Newcastle-upon-Tyne
Sachrel, John James, Leicester, Builder. Sept 13 at 12 at offices of the Leicestershire Trade Protection Society, New st, Leicester. Stretton
Shaw, Robert, Sunderland, Durham, Painter. Sept 10 at 11 at offices of Haswell, Norfolk st, Sunderland
Shaw, Thomas, Barrow-in-Furness, Lancashire, Butcher. Sept 10 at 3 at the Falstaff Hotel, Market place, Manchester. Dawson and Scowcroft, Manchester
Shellard, Henry, Ricksmansworth, Hertford, Paper Manufacturer. Sept 7 at 2 at the Guildhall Tavern, Gresham st. Shearman, Gresham st
Sixton, William, Salford, Lancashire, Mason. Sept 15 at 3 at offices of Dawson, Ridgefield, Manchester
Skinner, Alfred, Middlesborough, York, Cabinet Maker. Sept 10 at 12 at the Queen's Hotel, Leeds. Teale, Middlesborough
Spencer, Oliph Leigh, Lisle st, Leicester square, Merchant. Sept 18 at 1 at offices of Debenham, Lincoln's inn fields
Taylor, William, East Retford, Nottingham, Saddler. Sept 10 at 2 at offices of Marshall and Co, East Retford
Thorn, Alexander, Cremorne Wharf, Chelsea, Builder. Sept 14 at 2 at Cremorne Wharf, Lott's rd, Chelsea. Brandon
Tipper, Joseph William Horton, Willenhall, Stafford, Key Stamper. Sept 8 at 11 at offices of Baker, Walsall st, Willenhall
Walkington, John Augustus, Scarborough, York, Toy Dealer. Sept 10 at 12 at Abbott's Railway Hotel, York. Crowther, Scarborough
Walls, William, Lindfield, Sussex, Bailiff. Sept 13 at 3 at offices of Chipperfield, Trinity st, Southwark
Watson, James, Gresham st, Skirt Manufacturer. Sept 22 at 2 at the Guildhall Coffee House, Gresham st. Miller, King st, Cheapside
Whiteley, John Lord, Sowerby bridge, York, Wool Dealer. Sept 10 at 3 at offices of Jubb, Baram Top, Halifax
Whittard, Joseph, Bristol, Shirt Manufacturer. Sept 7 at 2 at offices of Gower and Co, Cheapside. Benson and Thomas, Bristol
Wilkinson, Richard, Howden, York, Coach Builder. Sept 7 at 11 at offices of Green, Howden
Williams, William, Swansea, Glamorgan, Boot Maker. Sept 9 at 12 at 4, High st, Swansea
Wye, George, Middlesborough, York, Grocer. Sept 13 at 10 at offices of Gibson and Co, Athenæum chambers, Middlesborough. Teale, Middlesborough

TUESDAY, Aug 31, 1875.

Archer, Richard, Chigwell, Essex, Draper. Sept 16 at 2 at offices of Paterson, Bouverie st, Fleet st
Batchelar, Daniel, Kenninghall rd, Lower Clapton, Grocer. Sept 14 at 2 at offices of Breckels, Guildhall chambers, Basinghall st. Young, Newgate st
Barron, John, Sedgeley, Stafford, Chartermaster. Sept 10 at 11 at offices of Duignan and Co, The Bridge, Walsall
Batton, Wilhelmina, Cheltenham, Gloucester, Milliner. Sept 15 at 10 at offices of Marshall, Essex place, Rodney terrace, Cheltenham
Beard, Jabez, Oakengates, Salop, Painter. Sept 13 at 12 at offices of Osborne, New st, Shifnal, Salop
Botten, Thomas, Sevenoaks, Kent, Gardener. Sept 16 at 2 at offices of Norton, Earl st, Maidstone
Campana, Enrico, Mark lane, Merchant. Sept 22 at 3 at the Guildhall Tavern, Gresham st. Ashurst and Co
Carpenter, John, Exeter, Shoeing Smith. Sept 11 at 3 at the Half Moon Hotel, Exeter
Clarke, Thomas, Newport, Monmouth, Grocer. Sept 15 at 12 at offices of Lloyd, Bank chambers, Newport
Coleman, Warner, Hackford, Norfolk, Farmer. Sept 11 at 12 at offices of Taylor and Sons, Old Bank buildings, King st, Norwich
Cooper, Daniel, Sedgley, Worcester, Skin Broker. Sept 14 at 11 at the Dudley Arms Hotel, Dudley. Gatis, Wolverhampton
Crowther, William, Sheffield, Confectioner. Sept 10 at 12 at offices of Tattershall, Queen st, Sheffield
Eardley, James, Burslem, Stafford, Potter. Sept 16 at 3 at offices of Alcock, Market st, Tunstall
Edgley, David, Whitechapel rd, Draper. Sept 15 at 3 at 145, Cheapside Mason, Gresham st
Faux, Benjamin, jun, Bridge st east, Mile End rd, Monumental Mason. Sept 15 at 12 at offices of Breckels, Guildhall chambers, Basinghall st. Fulcher, London wall
Fawcus, Henry, and Robert Speciall Fawcus, Seaton Carew, Durham, Merchants. Sept 14 at 1 at offices of Gibsons and Pybus, Mosley st, Newcastle-upon-Tyne
Fraser, Rev William Frederick Chambers Sugden, Offham, Kent. Sept 20 at 11.30 at the Star Hotel, Maidstone. Stenning, Maidstone
Freeman, Mark, and Myers Freeman, Workington, Cumberland, Clothiers. Sept 17 at 11 at offices of Whitelock, Bridge st, Workington
Fullwood, Joseph, Wolverhampton, Stafford, Whitesmith. Sept 11 at 11 at offices of Barrow, Queen st, Wolverhampton
Gardner, Peter, Ulverston, Lancashire, Butcher. Sept 9 at 10 at the Temperance Hall, Ulverston. Poole, Ulverston
Gargrave, William, Darlington, Durham. Sept 16 at 1 at the Queen's Hotel, Leeds. Robinson, Darlington
Handsom, George, Middlesborough, York, Watch Maker. Sept 17 at 11 at the Hen and Chickens Hotel, New st, Birmingham. Addenbrooke
Holldge, George, High st, South Norwood, Draper. Sept 14 at 12 at offices of Rogers, Mark lane
Hollingsworth, Joseph, Edgware rd, Tobacconist. Sept 16 at 3 at the Guildhall Coffee House, Gresham st. Piesse and Son, Old Jewry chambers
Howard, James, Burnley, Lancashire, Worsted Spinner. Sept 13 at 4 at offices of Artindale and Artindale, Hargreaves st, Burnley
Hughes, Alfred Joseph, Birmingham, Grocer. Sept 9 at 11 at offices of Webb, Bennett's hill, Birmingham
Jackson, Edwin, St Leonard's-on-Sea, Sussex, Lodging House Keeper. Sept 15 at 3 at offices of Challis and Co, Clement's lane. Pass, Panoras lane
Kendall, William, Workington, Cumberland, Cartwright. Sept 14 at 3 at the Station Hotel, Workington. McKelvie, Whitehaven
King, Charles, Blackfriars rd, Builder. Sept 10 at 12 at offices of Smith, Great James st, Bedford row
Leyshon, William, Swansea, Glamorgan, Grocer. Sept 11 at 3 at offices of Glascodine, Fisher st, Swansea
Little, Joseph, Box, Wilts, Miller. Sept 11 at 11 at offices of Williams and Co, The Exchange, Corn st, Bristol. Kearey and Co, Chippenham
Lockwood, Charles, Fleet st, Tailor. Sept 7 at 2 at offices of Swaine, Cheapside
Lomax, Benjamin, and Martha Lomax, Brighton, Sussex, Schoolmasters. Sept 15 at 3 at the Telemachus Room, Old Ship Hotel, Ship st, Brighton. Lamb, Brighton
Lyth, Thomas, Stoke-upon-Trent, Stafford, Grocer. Sept 9 at 11 at offices of Welch, Caroline st, Longton
Mallalieu, Richard, Salford, Lancashire, Grocer. Sept 10 at 3 at offices of Addleshaw and Warburton, King st, Manchester
Mark, Thomas, Leeds, Commercial Traveller. Sept 11 at 11 at offices of Wooler, Priestgate, Darlington
Mason, Woodward, Tunbridge Wells, Kent, Tobacconist. Sept 9 at 2 at offices of Linklater and Co, Walbrook
Maxwell, John, Liverpool, Merchant. Sept 20 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Wilson, Liverpool
Needham, Charles, Bakewell, Derby, Saddler. Sept 14 at 12 at the Red Lion Inn, Bakewell. Potter, Derby
Nicolson, Roderick, Fleet st, Advertising Agent. Sept 11 at 11 at offices of Barrett and Patey, London wall
Oates, Benjamin, Dewsbury, York, Wool Merchant. Sept 14 at 3 at offices of Ibberson, Dewsbury
Oldfield, Charles James, Ledbury rd, Bayswater, Retired Officer Bengal Army. Sept 14 at 10 at offices of Berkeley, Marylebone rd
Patrick, Joseph, Darlington, Durham, Gardener. Sept 14 at 10 at offices of Clayhills, Coniscliffe rd, Darlington
Peacock, Leonard, Old Shildon, Durham, Joiner. Sept 16 at 11 at offices of Maw, jun, Fore Bondgate, Bishop Auckland
Phillips, Edmund George, London st, Provision Merchant. Sept 21 at 3 at offices of Turquand and Co, Tokenhouse yard. Innes and Son, Fenchurch st
Robinson, Frederic, and Edward Cottam, Queen Victoria st, Commission Agents. Sept 16 at 12 at offices of Pettengill, Walbrook
Shaw, James, and George Holden, Manchester, Hearthrug Manufacturers. Sept 15 at 3 at offices of Ramsden and Sykes, John William st, Huddersfield
Shelton, Daniel John, and John Thomas Shelton, High st, Notting hill, Gilders. Sept 10 at 2 at the Masons' Tavern, Masons' avenue, Basinghall st. Brown, Goswell rd
Stower, Jacob, and Herbert Stivens Stower, Liverpool, Wine Merchants. Sept 20 at 3 at offices of Owles, Chancery lane
Tomlinson, Samuel, Nantwich, Cheshire, Publican. Sept 20 at 3 at offices of Lisle, Nantwich
Tovey, Thomas, and William May Phelps, Crosby square, Merchants. Sept 22 at 2 at offices of Phelps and Sidgwick, Gresham st
Usher, William, Bristol, Potato Dealer. Sept 10 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol
Wilkins, Henry, Court Farm, Gloucester, Farmer. Sept 15 at 12 at the Bell Hotel, Gloucester. Ellis and Sheppard
Williams, Henry, Dowlais, Glamorgan, Licensed Victualler. Sept 9 at 1 at offices of Simons and Plews, Church st, Merthyr Tydfil
Wilson, Thomas, and William Pearson, Newcastle-under-Lyme, Stafford Tailors. Sept 8 at 2 at the Clarence Hotel, Spring gardens, Manchester. Tennant, Hanley
Wych, Richard, Thomas Wych, and James Wych, Denton, Lancashire, Joiners. Sept 20 at 3 at the King's Head Inn, Crown Point, Denton. Drinkwater, Hyde
Yates, John Benjamin, Liverpool, Nurseryman. Sept 14 at 3 at offices of Green, Clayton square, Liverpool